

**COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND**

2017 Legislative Session

Legislative Day No. 21

**Resolution No. 117-2017**

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND, WICOMICO COUNTY, MARYLAND, WORCESTER COUNTY, MARYLAND AND WE BUILD YOU PLAY SPORTS GROUP, LLC.

WHEREAS, Wicomico County, Worcester County and the Town of Ocean City entered into an agreement establishing the Mid-Atlantic Amateur Sport Alliance (MAASA) for funding and marketing sport events, as authorized by Resolution No. 85-2017 adopted on June 6, 2017; and

WHEREAS, the MAASA desires to enter into a MOU with We Build You Play Sports Group, LLC for the Beachfest Volleyball Tournament over a period of three years; and

WHEREAS, the County Executive proposes that the County enter into the MOU, attached as Exhibit "A", with We Build You Play Sports Groups, LLC, to memorialize the terms of said MOU.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Wicomico County, Maryland that the County Executive is hereby authorized to execute a Memorandum of Understanding by and between the Mayor and City Council of Ocean City, Maryland, Wicomico County, Maryland, Worcester County, Maryland and We Build You Play Sports Group, LLC, in substantially the same form attached as Exhibit "A," for the Beachfest Volleyball Tournament over a period of three years.

Done at Salisbury, Maryland, this 5<sup>th</sup> day of September, 2017.

ATTEST:

  
\_\_\_\_\_  
Laura Hurley,  
Council Administrator

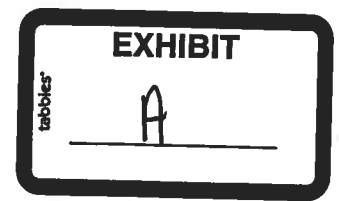
COUNTY COUNCIL OF  
WICOMICO COUNTY, MARYLAND

  
\_\_\_\_\_  
John T. Cannon,  
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn  by the County Council on September 5, 2017.

Certified by   
\_\_\_\_\_  
Laura Hurley, Council Administrator



## MEMORANDUM OF UNDERSTANDING

### MAYOR AND CITY COUNCIL OF OCEAN CITY, MARYLAND, WICOMICO COUNTY, MARYLAND, WORCESTER COUNTY, MARYLAND AND WE BUILD YOU PLAY SPORTS GROUP, LLC.

This Memorandum of Understanding (the "MOU") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between The Mayor and City Council of Ocean City, Maryland, a municipal corporation of the State of Maryland, ("Town") ("Primary Event Host"), County Commissioners of Worcester County, Maryland, a body corporate and politic of the State of Maryland ("Worcester"), and Wicomico County, Maryland, a body corporate and politic of the State of Maryland ("Wicomico") (collectively "Event Hosts") and We Build You Play Sports Group, LLC ("Event Organizer").

#### RECITALS

The Event Hosts and the Event Organizer intend to work cooperatively to hold the Beachfest Volleyball Tournament in the Town of Ocean City, Maryland, Worcester County, Maryland and Wicomico County, Maryland in 2018, 2019, and 2020.

This MOU sets forth the Parties' roles in planning and conducting the event(s).

**NOW, THEREFORE**, in consideration of the mutual promises contained in this MOU, the Parties agree as follows:

- 1) The Recitals above are incorporated by reference in the MOU.
- 2) **Scheduled events.**
  - a) The 2018 Beachfest Volleyball Tournament will take place May 12-13, 2018.
  - b) The 2019 Beachfest Volleyball Tournament will take place May 11-12, 2019.
  - c) The 2020 Beachfest Volleyball Tournament will take place May 9-10, 2020.
  - d) Additional dates or transfers of dates may be agreed upon in writing by the Event Organizer and the Event Hosts pending facility host availability and will be governed by this MOU.
- 3) **Obligations, Duties and Responsibilities of Event Organizer.**
  - a) **Insurance Requirements.**
    - i) Event Organizer must obtain and keep current Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name Event Hosts, their employees, and agents as ADDITIONAL INSUREDS and provide coverage in the amount of \$500,000 per person and \$1,000,000 per accident/incident and \$500,000 for property damage. A copy of the certificate of insurance must be filed with the Event Host 60 days before the event dates. Coverage must be written on an occurrence form.
    - ii) Event Hosts will have no responsibility for Workers' Compensation Insurance for individuals that are contracted and paid directly by the Event Organizer.

- iii) All insurance policies must have a minimum 60 days' notice of cancellation. Immediate written notice to the Event Host is required in the event of cancellation or restriction by the insurance company of any insurance policy referred to in this section.
    - iv) When insurance coverage is renewed Event Organizer must provide new certificates of insurance prior to expiration of current policies.
  - b) Compliance with Law. The Event Organizer promises that:
    - i) It has the authority to enter into the MOU and that the MOU, when executed and delivered, will be a valid obligation of Event Organizer;
    - ii) Its performance under the MOU will be in a good and workmanlike manner and in accordance with the professional standards;
    - iii) It is qualified to do business in the State of Maryland and that it will take actions necessary to remain qualified;
    - iv) It is not in arrears in the payment of any obligations due to the Event Hosts and that it will not become so during the term of this MOU;
    - v) It will comply with all federal, State, and local laws, regulations, and ordinances applicable to its obligations under this MOU; and
    - vi) It will obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this MOU.
  - c) The Event Organizer will be responsible for the administration and execution of the event budget.
  - d) Event Organizer must abide by any rules and regulations set forth by the Event Hosts. Event Organizer will be responsible for any and all damages to facilities used, caused by the acts of the Event Organizer, Event Organizer's agents, volunteers, employees, patrons, or guests, whether accidental or otherwise. The Event Organizer agrees to leave the premises in the same condition as existed on the date that its possession began.
  - e) Event Organizer must solicit and register teams who will participate in the events, manage all event communication with potential and registered teams, report on the number of registered teams as requested, and submit a final report reflecting the number of participating teams to the Event Host within 10 days of event's end.
  - f) Event Organizer must use a qualified housing service provider to service the needs of the event. Event Organizer will prepare and submit a detailed housing report to the Event Host monthly from January to May and within 30 days following the completion of the event, demonstrating hotel participation and room night pick-up per property.
  - g) Event Organizer must ensure that the Event Hosts' partner accommodations are afforded the opportunity to participate in the event.
  - h) Event Organizer must submit a list of event rules and policies to the Event Host 4 weeks before the start of the event that may affect facility-use and operations. Examples may include, but are not limited to, gate admission, cooler policies, time limits on games, bathroom facilities, and court preparation requirements.
  - i) Event Organizer must allow Event Hosts to display banners and signage at all facilities.

- j) Event Organizers must schedule and host games with at least one facility, pending availability, within the physical boundaries of each Event Host. The Event Organizer will schedule teams in an effort to maximize use of each facility.
  - k) Event Organizer must recognize that Event Hosts are major event partners in all marketing efforts including but not limited to press releases, interviews, social media posts and web sites
  - l) Event Organizer must prepare and administer game scheduling and conduct direct communication with teams leading up to and during the event regarding game schedules and possible schedule changes. The schedule layout must be finalized and sent to the Event Host at least 7 days before the start of the event.
  - m) Event Organizer must provide, compensate, and oversee a trained and professional staff to administer all aspects of the tournament and surrounding events. This includes, but is not limited to, team disputes, scheduling and all event-related issues that arise.
  - n) Event Organizer will indemnify the Event Hosts, their agents, and their employees from all liability, claims, or judgments (including attorney's fees) resulting from injury, death, or property damage arising from Event Organizer's acts, omissions, or negligence, subject to LGTCA.
- 4) Obligations, Duties and Responsibilities of Primary Event Host (Town).**
- a) The Primary Event Host will serve as the primary point of contact with the Event Organizer.
  - b) The Primary Event Host will pay an \$85 per team bid fee to the Event Organizer, within 30-days of receipt of the final housing report from the Event Organizer. Worcester and Wicomico will reimburse the Town \$85 per team, for each team that utilizes accommodations within their jurisdiction as reflected in the final housing report
- 5) Obligations, Duties and Responsibilities of all Event Hosts (Town, Worcester, & Wicomico).**
- a) The Event Hosts will assist the Event Organizer in securing facilities within the Town, Worcester and Wicomico as required for tournament play and related events mutually agreed upon by the Event Hosts and Event Organizer. Facilities will be contracted and paid for by Event Organizer.
  - b) Event Hosts will provide event information to the Event Organizer for posting on the Event Organizer's website. Information must be approved by both parties and include dates, locations, facility amenities, and other related materials.
  - c) The Event Hosts will assist the Event Organizer with marketing support through press releases, social media, and other promotional methods to grow awareness and support of the event.
- 6) Additional Obligations, Duties and Responsibilities of Wicomico.** Wicomico must:
- a) Recruit labor on the Event Organizer's behalf for event set up and tear down in all facilities utilized by the event.
  - b) Provide on-site support including supervision and management of labor for set up and tear down in facilities that have been mutually agreed upon.
- 7) Termination.**
- a) This MOU may be terminated by written consent of all Parties by January 1<sup>st</sup> of the respective event year.
  - b) If funds are not available for any fiscal period of this MOU after the first fiscal period, then this MOU will be cancelled automatically as of the beginning of unfunded fiscal period. If termination occurs because funding is not available, the Event Organizer is not entitled to reimbursement for any costs. The effect of termination of the MOU will be to discharge both

the Event Organizer and the Event Hosts from future performance of the MOU but not from their rights and obligations existing at the time of termination. The Event Hosts will notify the Event Organizer if it has knowledge that funds are not available for the continuation of this MOU for a fiscal period beyond the first period.

- c) If termination occurs in any year, the Event Organizer is not entitled to any team bid fees for that year.

**8) Miscellaneous Provisions.**

- a) Time is of the essence. Time is of the essence in performance of every obligation and duty under this MOU;
- b) Governing Law. This MOU is governed by the laws of the State of Maryland;
- c) Whole Contract. This MOU constitutes the complete and exclusive statement of the agreement between the Parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the Parties relating to the subject matter of this MOU;
- d) Amendment. The provisions of this MOU may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this MOU will be valid unless made in writing and executed by an authorized officer of each Party.
- e) Attorneys' Fees and Costs. All Parties must bear their own costs of enforcing the rights and responsibilities under the MOU.
- f) Counterparts. This MOU may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument.
- g) Severability. If any section or part of this MOU is held by a court to be invalid, such action will not affect the validity of any other part of this MOU.
- h) Relationship. The relationship of the Parties is strictly that of the Event Hosts and the Event Organizer and that the Event Hosts have no ownership in the Event Organizer's enterprise. This MOU will not be constructed as a joint venture or partnership. The Event Organizer is not an agent or representative of the Event Hosts.

In Witness Whereof, the Parties hereto have executed this Memorandum of Understanding on the date first above-mentioned.

ATTEST:

WICOMICO COUNTY, MARYLAND

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R. Wayne Strausburg,  
Director of Administration

Bob Culver,  
County Executive

TOWN OF OCEAN CITY, MARYLAND

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Doug Miller

City Manager

ATTEST:

WORCESTER COUNTY, MARYLAND

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Harold Higgins

Madison J. Bunting, Jr.

Chief Administration Officer

President

WE BUILD YOU PLAY, LLC.

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Richard Comly, Jr.

President

Please sign and mail the original copy of this document and the enclosed MOU to:  
Kristen Goller, P.O. Box 2333, Salisbury, MD 21804